

Project Agreement

State: Alaska

Project Title: Kobuk Trail Bridge Replacement over Upper Wesley Creek

Project Location: Kobuk, Alaska

Parties to the Agreement: Denali Commission (Commission)
Bureau of Land Management (BLM)
Village of Kobuk (VK)
NW Artic Borough (NWAB)
and
NANA Regional Corporation (NANA)

Purpose of this Agreement: This Agreement documents the intent of the parties for the Kobuk Trail Bridge Replacement over Upper Wesley Creek project. This Agreement also documents the intent of the parties and clarifies the responsibilities of each for the environmental analysis, technical studies and investigations, preliminary through final design work, construction award and administration for the projects, and ownership and maintenance requirements.

Authority: This Agreement is entered into between the undersigned parties pursuant to allocation of funds to the Commission as defined in SAFETEA-LU. The Commission Resolution Number 06-17 passed May 23, 2006 established the intent of the Commission to allocate funds to the development and construction of the Kobuk Trail Bridge Replacement over Upper Wesley Creek. The approved funding total is \$300,000.

Funds allocated for this project are for the preliminary engineering and construction of a public transportation facility, operated by a public organization. Modifications to this agreement will be approved by an amended agreement signed by all parties.

Project Roles:

- Project Development
 - The Commission will perform project development activities including Federal NEPA compliance work with permits for the replacement of the Upper Wesley Creek Bridge in Kobuk, AK. The funds are limited; and as much work as possible will be done until funds are fully expended.
- Construction Contact Administration
 - Either the Commission or NWAB will handle this; to be determined once a build alternative is selected and cost estimates are completed. This is anticipated in the

fall 2008.

➤ **Ownership and Maintenance Responsibilities**

- BLM will retain the federal Public 17b easement defined at thirty (30') feet each side of the centerline of the existing trail subject to available appropriations and applicable law.
- NWAB will become the owner and maintainer of the new public trail bridge crossing over upper Wesley Creek.

Contact Information:

Mike McKinnon	Denali Commission (907) 523-9987 mgmckinnon@gci.net
Betsy Bonnell	BLM (907) 474-2336 Betsy_Bonnell@ak.blm.gov
Agnes Bernhardt	Kobuk Native Village Association (907) 442-7660 avb_obu@yahoo.com
Bobby Schaeffer	NW Arctic Borough (907) 442-2500, ext 106 bschaeffer@nwabor.org
Abraham Snyder	NANA Regional Corporation (907) 442-3301 Abraham.snyder@nana.com

Design Standards: US Customary (English) units of measure will be utilized.

The following design criteria will be applied:

1. Functional Classification: ATV/Snowmobile Trail
2. Design Speed: 10 mph
3. Finished Roadway Width: 7 feet (inside of curb/rail)
4. Decking-treated timber
5. Loading
 - a. Dead Load-Self Weight
 - b. Live Load – 2500lbs
 - c. Snow load- 1 foot

Design criteria may be adjusted due to funding constraints, site limitations, construction practicality, or other unforeseen circumstances.

Right-of-Way/Easements: The BLM and NANA will provide to the Commission all necessary information available pertinent to the project, such as 17b easement documentation, existing right-of-way descriptions, and special use permits. NANA is also requested to grant a temporary construction easement to the site via the existing road bypass immediately downstream of the bridge crossing to facilitate bridge construction and removal operations. Also per this agreement, NANA agrees to allow the Commission, their contractor, or the NWAB, to demolish and dispose of the existing timber bridge materials.

Any and all easements shall be free of any royalties (cost or fees) for subsurface, surface, and timber materials that may be within those defined easement limits.

Prior to the time set for soliciting bids on the various phases of this project, the Commission will certify that all the right easements or right of entries have been obtained in accordance with the Uniform Relocation Assistance and Real Properties Acquisition Policies Act of 1970 and the Uniform Relocation Act Amendments of 1987.

Logistics: The Village will upon request, offer design staff logistical support to conduct project reviews.

Maintenance: The NWAB agrees to exercise operation responsibilities; and maintain, or cause to be maintained, the completed Kobuk Upper Wesley Creek Bridge replacement project.

Bridge maintenance is defined as the act of keeping the bridge in acceptable condition. Maintenance includes preventive maintenance, normal repairs, replacement of parts and structural components, and other activities needed to preserve the Bridge so that it continues to provide acceptable service and achieves its expected life. Inspection shall be performed according to the Code of Federal Regulation (CFR) 23.

Funding: \$300,000 of Denali Commission funds will be allocated to perform the work described in this agreement.

Amendments to the Project Agreement: This Project Agreement may be modified by mutual agreement of the affected parties.

This Agreement shall be effective as of the date of the latest signature below.

Nichelle W. Jacobson, Manager
Bureau of Land Management
Central Yukon Field Office

Date _____;

Mike McKinnon, Engineering Manager
Denali Commission

Date _____;


Rosaline Ward, Kobuk Traditional Council

Date 5-23-08 _____;

Bobby Schaeffer, NW Artic Borough

Date _____;

Abraham Snyder, NANA Regional Corporation

Date _____;

Logistics: The Village will upon request, offer design staff logistical support to conduct project reviews.

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This Agreement shall be effective as of the date of the latest signature below.

Date _____;
Betsy Bonnell, Field Manager
Bureau of Land Management
Fairbanks Field Office

Date _____;
Mike McKinnon, Engineering Manager
Denali Commission

Date _____;
Agnes Bernhardt, Native Village of Kobuk


Date 3-20-08;
Bobby Schaeffer, NW Arctic Borough

Date _____;
Abraham Snyder, NANA Regional Corporation

Logistics: The Village will upon request, offer design staff logistical support to conduct project reviews.

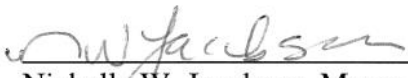
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This Agreement shall be effective as of the date of the latest signature below.

 Date 5/15/08 ;
Nichelle W. Jacobson, Manager
Bureau of Land Management
Central Yukon Field Office

Date _____ ;
Mike McKinnon, Engineering Manager
Denali Commission

Date _____ ;
Rosaline Ward, Kobuk Traditional Council

Date _____ ;
Bobby Schaeffer, NW Artic Borough

Date _____ ;
Abraham Snyder, NANA Regional Corporation